

A. G. Contract No. KR96 1684TRN
COT Contract No. 0049-96
ADOT ECS File: JPA 96-104
Project: STP-900-0(138)/H4370 01X
Section: FY96 - 97 Pavement
Management System

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF TUCSON

THIS AGREEMENT is entered into 25 October, 1996,
pursuant to Arizona Revised Statutes Section 11-952 through 11-954 as
amended, between the STATE OF, acting by and through its DEPARTMENT OF
TRANSPORTATION (the "State") and the CITY OF TUCSON, acting by and
through its MAYOR and CITY COUNCIL (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-108 and 28-112 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. The Federal Intermodal Surface Transportation Efficiency Act of 1991 has made funds available to the State for the use of the City to conduct the Pavement Management System program. The State and the City desire to define their respective responsibilities relating to the transfer of up to \$274,043.00 thru the State to the City and the expenditure thereof.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

NO. <u>21128</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>10/25/96</u>
<u>Jane Lee Hull</u> Secretary of State
By <u>Vicky Gruenewald</u>

II. SCOPE

1. The State will:

Provide the City federal STP funds in the amount of up to \$274,043.00, on a monthly cost reimbursement basis for activities performed relating to the Pavement Management System program.

2. The City will:

a. Apply funding to project work activities in strict accordance with applicable Federal and State laws, rules and regulations.

b. Conduct related work activities generally in accordance with Attachment A, which is incorporated herein and made a part hereof. Be responsible for any claims for extra compensation.

c. Provide the required \$15,620.00 match in funds or in-kind services, and invoice the State for reimbursement no more often than monthly, supported by narrative reports, in a total amount not to exceed \$274,043.00.

III. MISCELLANEOUS PROVISIONS

1. The only interest of the Arizona Department of Transportation in this agreement is to convey federal pass through funds for the use and benefit of the City by reason of State and Federal law under which funds for the activities are authorized to be expended.

2. This agreement shall remain in force and effect until completion of said activities and reimbursements; provided, however, that this agreement may be cancelled at any time prior to the commencement of performance, upon thirty (30) days written notice to the other party.

3. Should the work contemplated under this agreement be completed at a lower cost than the reimbursed amount, or for any other reason should any of these funds not be expended, a proportionate amount of the funds provided shall be reimbursed to the State.

4. This agreement shall become effective upon filing with the Secretary of State.

5. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

6. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

7. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth in Arizona Revised Statutes Section 12-1518.

8. All notices or demands upon any party relating to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

City of Tucson
Transportation Director
PO Box 27210
Tucson, AZ 85726-7210

9. Attached hereto and incorporated herein is the written determination of legal counsel that the parties are authorized under the laws of this State to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF TUCSON

STATE OF ARIZONA
Department of Transportation

By George Miller
GEORGE MILLER
Mayor

By Jay Klagge
JAY KLAGGE, Director
Transportation Planning

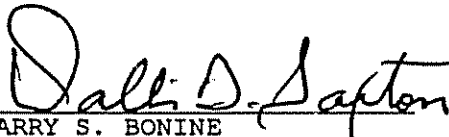
ATTEST

By Kathleen S. Detrick
KATHLEEN S. DETRICK
City Clerk

RESOLUTION

BE IT RESOLVED on this 26th day of July 1996, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the City of Tucson for the purpose of defining responsibilities for conducting the FY96 - 97 Pavement Management System program.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Transportation Planning Director for approval and execution.


for LARRY S. BONINE
Director

ADOPTED BY THE
MAYOR AND COUNCIL
OCT 7 1996

RESOLUTION NO. 17447

RELATING TO TRANSPORTATION; APPROVING AND AUTHORIZING EXECUTION OF A CONTINUATION OF THE INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA DEPARTMENT OF TRANSPORTATION FOR FUNDING FROM THE INTERMODAL SURFACE TRANSPORTATION EFFICIENCY ACT OF 1991.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF TUCSON, ARIZONA, AS FOLLOWS:

SECTION 1. The Intergovernmental Agreement with the State of Arizona Department of Transportation for funding from the Intermodal surface Transportation Efficiency Act of 1991, attached hereto, is approved.

SECTION 2. The Mayor is hereby authorized and directed to execute the said Agreement for and on behalf of the City of Tucson and the City Clerk is directed to attest the same.

SECTION 3. The various City officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to this resolution.

SECTION 4. WHEREAS, it is necessary for the preservation of the peace, health and safety of the City of Tucson that this resolution become immediately effective, an emergency is hereby declared to exist and this resolution shall be effective immediately upon its passage and adoption.

APPROVAL OF THE TUCSON CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and the CITY OF TUCSON and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this 18 day of Sept, 1996.

Isabel H. Loh

City Attorney

CATEGORY 600 - Transportation

SUBCATEGORY 601 - Local Agency Transportation Program Support Services

Work Element: 601.12 Pavement Management System

Objective: Continue development of a comprehensive inventory and rating of all Federal Aid System miles including National Highway System miles and City Of Tucson Major Streets and Routes (MS&R).

Product: Pavement Management System (PMS)

Related Work: Transportation Improvement Program (604.01)
Management System Development (604.05)
Transportation System Data Management (602.02)
Transportation Financial Analysis and Assistance (602.07)

Anticipated Impact: Increase pavement life cycles and reduce pavement costs by providing for budget and maintenance planning activities.

Tasks: A. Re-inventory MS&R, compile and log International Roughness Index (IRI) data, rutting and surface texture; rate and rank roadways for maintenance, rehabilitation, or reconstruction scheduling;
B. Refine budget forecasting scenarios for planning and scheduling of maintenance activities;
C. Continue development of the P.M.S./G.I.S. mapping system for inventory, history, planning and moratorium control;
D. Acquire equipment and develop IRI, GPS, and video logging assessment of C.O.T.'s (MS&R) as well as implementation of a local roadway network PMS inventory; design budget analysis and scheduling for maintenance, rehabilitation or reconstruction prioritization.

Funding for federal fiscal year October 1, 1996 through September 30, 1997

FUNDING SOURCE	AMOUNT (\$)	RESPONSIBLE AGENCY	COST(\$)
STP	494,615.00	TDOT	522,794.00
MATCH	28,179.00		
TOTAL	522,794.00	TOTAL	522,794.00



STATE OF ARIZONA

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GRANT WOODS
ATTORNEY GENERAL

INTERGOVERNMENTAL AGREEMENT DETERMINATION

A.G. Contract No. KR96-1684-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 18th day of October, 1996.

GRANT WOODS
Attorney General

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:lsr
[1717]